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Tim Van Dyck and Ben Hinks Write "What NLRB's Ruling on Non-Disparagement Clauses Means for Financial Services Firms" for Banker & Tradesman

BY BENJAMIN J. HINKS AND TIMOTHY P. VAN DYCK • APRIL 25, 2023

Many firms in the financial services industry include non-disparagement clauses and confidentiality provisions in their employee severance agreements. The National Labor Relations Board, however, recently issued a decision in *McLaren Macomb* that restricts the use of these provisions.

In their article, "What NLRB's Ruling on Non-Disparagement Clauses Means for Financial Services Firms" in *Banker & Tradesman*, Tim Van Dyck and Ben Hinks discuss the decision, what employers can and cannot include in severance agreements, and the potential unintended consequences of the ruling. Here is an excerpt:

> On March 22, the NLRB's general counsel issued a memorandum regarding the *McLaren Macomb* ruling to the NLRB's field offices. While this memo reflects the general counsel's opinion, and not necessarily the views of the entire NLRB, it responds to inquiries raised about the impact of *McLaren Macomb* including whether and how employers could continue to use confidentiality and non-disparagement provisions in their severance agreements.
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> The general counsel emphasized that *McLaren Macomb* does not ban severance agreements with confidentiality and non-disparagement provisions entirely; employers may continue to proffer, maintain and enforce such agreements as long as they do not contain overly broad provisions that "affect the rights of employees to engage with one another to improve their lot as employees."

Continue reading the full article "What NLRB's Ruling on Non-Disparagement Clauses Means for Financial Services Firms" on the *Banker & Tradesman* website (subscription required).

